

1 **UNITED STATES DISTRICT COURT**

2 **DISTRICT OF NEVADA**

3 SATA GmbH & Co. KG, a German
4 corporation,

5 Plaintiff,

6 v.

7 Wenzhou T&E Industrial Co., Ltd., a foreign
8 business organization, CMI Continental
9 Marketing International Co. Ltd., a foreign
10 business organization, and Kuani Gear Co. Ltd.,
a foreign business organization,

Defendants.

Case No. 2:13-cv-02042-APG-NJK

**FINAL JUDGMENT BY DEFAULT
AND PERMANENT INJUNCTION**

11 Presently before the Court is Plaintiff SATA GmbH & Co. KG's Motion For Default
12 Judgment And Permanent Injunction. The Court, having considered Plaintiff's motion, the
13 accompanying memorandum of points and authorities, the Declaration Of Jonathan W. Fountain
14 In Support Of Plaintiff's Motion For Default Judgment And Permanent Injunction, the exhibits
15 attached thereto, the papers and pleadings on file in this case, and for good cause shown,

16 IT IS HEREBY ORDERED that Plaintiff's Motion For Default Judgment And Permanent
17 Injunction is GRANTED.

18 **1. Default Judgment**

19 THE COURT FINDS that Defendant Wenzhou T&E Industrial Co., Ltd. ("Wenzhou") was
20 regularly and personally served with the Summons and Amended Complaint in this action but has
21 failed to appear and answer the Amended Complaint within the period prescribed by law, that the
22 default of Wenzhou was duly entered by the Clerk of the Court on July 28, 2014, and that Plaintiff
23 SATA GmbH & Co. KG ("SATA") is entitled to affirmative relief against Wenzhou. Based upon
24 the foregoing findings, and good cause appearing therefore;

25 IT IS HEREBY ORDERED that Plaintiff SATA be awarded judgment against Defendant
26 Wenzhou on Plaintiff's Amended Complaint, as follows:

- 27 a. Statutory damages in the amount of \$2,000,000;
28 b. Attorneys' fees in the amount of \$10,177.83;

1 c. Costs in the amount of \$901.49; and

2 d. Post-judgment interest on the principal sum at the judgment rate from the date of
3 entry of the Judgment until paid in full.

4 **2. Permanent Injunction**

5 IT IS HEREBY FURTHER ORDERED that, Wenzhou, and its officers, agents, servants,
6 employees, confederates, attorneys, and any persons acting in concert or participation with any of
7 them including, without limitation, third parties providing services used in connection with
8 Wenzhou's operations and websites owned or controlled by Wenzhou (including, without
9 limitation, the website at <<http://www.teautotools.com>>), including, Internet service providers
10 ("ISPs"), domain name registries, domain name registrars, banks and other financial institutions,
11 merchant account providers and payment processors (such as PayPal, Inc., Western Union), and
12 any other payment processing service having knowledge of this Order by service or actual notice
13 ("Restrained Parties") are hereby permanently enjoined and restrained from:

14 a. Using any reproduction, counterfeit, copy, or colorable imitation of the SATA
15 Marks in commerce including, without limitation: (i) by selling, offering for sale, distributing,
16 promoting, or advertising any good or service in connection with such reproduction, counterfeit,
17 copy, or colorable imitation of the SATA Marks; (ii) by displaying any reproduction, counterfeit,
18 copy, or colorable imitation of the SATA Marks on the website accessible through the
19 <<http://www.teautotools.com>> domain name or any other website owned or controlled by
20 Wenzhou or that display Wenzhou's products (collectively, the "Enjoined Websites"); or (iii) by
21 displaying any reproduction, counterfeit, copy, or colorable imitation of the SATA Marks at any
22 trade show in the United States, including but not limited to, at any future Automobile
23 Aftermarket Products Expo ("AAPEX") trade show; and

24 b. Manufacturing, using, selling, offering to sell, or importing into the United States,
25 paint spray guns and paint spray gun reservoirs embodying designs that are the same as or
26 substantially similar to the designs claimed in U.S. design patents 459,432 S1 and 459,433 S1,
27 including, without limitation, by: (i) offering to sell and selling such products to individuals or
28 companies in the United States through the Enjoined Websites or otherwise; or (ii) offering to sell

1 or selling such products at any trade show in the United States, including, but not limited to, at any
2 future AAPEX show; and

3 **3. Refund of Security Deposit**

4 IT IS HEREBY FURTHER ORDERED, that the Clerk of the Court shall forthwith refund
5 to SATA the \$15,000 SATA initially placed on deposit with the Clerk of the Court by mailing a
6 check in the amount of \$15,000 made payable to SATA's counsel, LEWIS ROCA
7 ROTHGERBER LLP, addressed to Jonathan W. Fountain, Esq., Lewis Roca Rothgerber LLP,
8 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169.

9
10 ENTERED THIS 26th day of October, 2014.

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12 

13 **UNITED STATES DISTRICT JUDGE**